

EXHIBIT G

BLOCKFI LENDING LLC

November 7, 2023

VIA EMAIL

QED Capital LLC ("Borrower")
Attn: Francis Frecentese and Sherry Witter
Email: fxf@753capital.com; sherry@witter.nyc

Sherry Witter ("Guarantor")
Attn: Sherry Witter
Email: sherry@witter.nyc

Re: Notice of Events of Default and Acceleration

Mr. Frecentese and Ms. Witter:

Reference is made to (i) the Master Digital Currency Loan Agreement, dated as of January 5, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Borrower and BlockFi Lending LLC ("Lender"), (ii) the Pledge Agreement, dated as of January 5, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge Agreement") between Borrower and Lender, and (iii) the Personal Guaranty, dated as of January 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") between Sherry Witter and Lender.

We hereby notify you that Borrower has failed to make one or more Transaction Payments when due for the two Loans evidenced by the Loan Term Sheets attached hereto as Exhibit A, including without limitation, payments due pursuant to the invoice previously provided to you and attached as Exhibit B. As a result of such failure, an Event of Default occurred and exists under the Loan Agreement.

We hereby further notify you that Guarantor has failed to make payments as described in the Guaranty. As a result of such failure, a breach of the Guaranty occurred and exists under the Guaranty.

Pursuant to the foregoing, the Guaranty, and Section X of the Loan Agreement, we hereby notify you that (i) we are declaring all Loaned Assets outstanding under the Loan Agreement to be hereby immediately due and payable, (ii) all obligations and commitments (if any) of Lender under the Loan Agreement are hereby terminated and (iii) we demand immediate payment of all obligations under the Loan Agreement, the Guaranty and all other agreements.

Pursuant to the Loan Agreement, the Guaranty and the rights available to us under Applicable Law, we hereby notify you that we are setting off any obligations we or any of our affiliates may owe to Borrower or Guarantor, if any, and pursuing remedies against the Collateral, if any.

We intend to exercise all remedies available to us under the Loan Agreement and Guaranty. Pursuant to the terms of the Loan Agreement, we will apply the proceeds of the Collateral, if any, that we or any of our affiliates holds in our discretion, including, without limitation, to (i) reasonable fees, costs and expenses (including reasonable attorneys' fees and court costs) incurred by us in connection with the enforcement of our rights under the Loan Agreement and (ii) the satisfaction of any and all obligations owed to us under the Loan Agreement, including without limitation, default fees that are incurred pursuant to Section III(b) of the Loan Agreement.

Nothing contained in this notice is intended to waive any default, or waive any rights, remedies, or recourses available to the Lenders, nor be an exclusive election of remedies resulting from any default with respect to the US Loan Agreement, the International Loan Agreement and the other Loan Documents.

This notice is without prejudice to the Lenders, and the Lenders reserve any and all rights, powers, privileges and remedies under the Loan Documents.

Yours truly,

BLOCKFI LENDING LLC

EXHIBIT A

Loan Term Sheets

The following loan term sheet dated 2022-11-08 incorporates all of the terms of the **Master Digital Currency Loan Agreement** entered into by **QED Capital LLC** and **BlockFi Lending LLC** on **2021-01-05**. This loan term sheet incorporates the following specific terms:

TERMS

Transaction ID	0b2de793-976f-4723-b464-b431843e63b9
Legal Entity ID	12bc9154-0a56-47c2-bd9d-9bf30ea091aa
Borrower	QED Capital LLC
Lender	BlockFi Lending LLC
Loan Currency	USD
Borrowed Amount	2,000,000.0000
Borrow Rate	13.500%
Interest Payment Currency	USD
Maturity Date	2023-11-08
Callable Option	No
Prepayment Option	Yes

COLLATERAL

Collateral Currency	Not applicable
Initial Margin Percentage	Not applicable
Margin Requirement Percentage	Not applicable
Release Margin Percentage	Not applicable

Notwithstanding anything to the contrary in the loan agreement related to this Loan Term Sheet, for a Loan of Dollars, any payment of principal or interest due hereunder shall be made in Dollars (or such digital currency as the parties may agree in writing) when such payment is due and, at Borrower's discretion may upon prior notice to Lender, be calculated by Lender as of 4:00 p.m. New York City time on the Business Day immediately before the payment due date, as an amount that is equal to the lesser of (i) the U.S. dollar amount of such payment and (ii) the U.S. dollar amount of such payment multiplied by the Redemption Value of the Stablecoin with the highest Redemption Value. For the purposes of the foregoing, "Stablecoin" means any one of the following: Binance USD (BUSD), Gemini Dollar (GUSD), Paxos Dollar (USDP), USD Coin (USDC) and any other stablecoin that is redeemable for U.S. dollars; and "Redemption Value" means, for each Stablecoin, the U.S. dollar redemption value for one of such Stablecoin as established by the issuer or sponsor of such Stablecoin on such payment date.

Please carefully review this term sheet for accuracy. If you do not reply disputing information on this term sheet within the timeframes set forth in the loan agreement, it will be deemed as your acknowledgment and acceptance of its accuracy. Any errors on this term sheet should be communicated immediately to BlockFi via email to institutions@blockfi.com.

Thank you.

The following loan term sheet dated **2023-01-27** incorporates all of the terms of the **Master Digital Currency Loan Agreement** entered into by **QED Capital LLC** and **BlockFi Lending LLC** on **2021-01-05**. This loan term sheet incorporates the following specific terms:

TERMS

Transaction ID	515d0686-f792-4f56-afla-6c70c820ed52
Legal Entity ID	12bc9154-0a56-47c2-bd9d-9bf30ea091aa
Borrower	QED Capital LLC
Lender	BlockFi Lending LLC
Loan Currency	USD
Borrowed Amount	3,000,000.0000
Borrow Rate	13.500%
Interest Payment Currency	USD
Maturity Date	2024-01-27
Callable Option	No
Prepayment Option	Yes

COLLATERAL

Collateral Currency	Not applicable
Initial Margin Percentage	Not applicable
Margin Requirement Percentage	Not applicable
Release Margin Percentage	Not applicable

Notwithstanding anything to the contrary in the loan agreement related to this Loan Term Sheet, for a Loan of Dollars, any payment of principal or interest due hereunder shall be made in Dollars (or such digital currency as the parties may agree in writing) when such payment is due and, at Borrower's discretion may upon prior notice to Lender, be calculated by Lender as of 4:00 p.m. New York City time on the Business Day immediately before the payment due date, as an amount that is equal to the lesser of (i) the U.S. dollar amount of such payment and (ii) the U.S. dollar amount of such payment multiplied by the Redemption Value of the Stablecoin with the highest Redemption Value. For the purposes of the foregoing, "Stablecoin" means any one of the following: Binance USD (BUSD), Gemini Dollar (GUSD), Paxos Dollar (USDP), USD Coin (USDC) and any other stablecoin that is redeemable for U.S. dollars; and "Redemption Value" means, for each Stablecoin, the U.S. dollar redemption value for one of such Stablecoin as established by the issuer or sponsor of such Stablecoin on such payment date.

Please carefully review this term sheet for accuracy. If you do not reply disputing information on this term sheet within the timeframes set forth in the loan agreement, it will be deemed as your acknowledgment and acceptance of its accuracy. Any errors on this term sheet should be communicated immediately to BlockFi via email to institutions@blockfi.com.

Thank you.

EXHIBIT B

Borrow Rate Interest Invoice

 BlockFi Institutional Services	BlockFi Lending LLC 155 2nd St, Suite 112 Jersey City, NJ 07302-3299 1.646.593.7308
MONTHLY INVOICE - October 2023	

CUSTOMER
QED Capital LLC

Billing Currency	Monthly Accrued Interest	Previous Balance	Total Amount Due	Please Pay To
USD	(58,125.00)	0	(58,125.00)	Wire to *8628

Trade Reference	Agreement Type	Start Date	Maturity Date	Closed Date	Type	Asset	Amount	Interest Rate	Accrued Interest
BLOCKFI_4	MDCLA	2022-11-08	2023-11-08		Loan	USD	(2,000,000.00)	13.5%	(23,250.00)
BLOCKFI_5	MDCLA	2023-01-27	2024-01-27		Loan	USD	(3,000,000.00)	13.5%	(34,875.00)

This statement is provided by BlockFi as a courtesy. Please carefully review this statement for accuracy. BlockFi will consider your failure to immediately dispute any information on this statement as your acknowledgment and acceptance of its accuracy. Any errors on this statement should be communicated immediately to BlockFi via email to reporting@blockfi.com.
